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NEW DELHI, SATURDAY, MAY 27, 1967 (JYAISTHA 6, 1889)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

## भाग III—खण्ड 4

### PART III—SECTION 4

विधिक निकायों द्वारा जारी की गई विविध अधिसूचनाएं जिसमें अधिसूचनाएं, आदेश, विज्ञापन और सूचनाएं सम्मिलित हैं

Miscellaneous Notifications including Notifications, Orders, Advertisements and Notices  
issued by the Statutory Bodies

#### डाक व तार विभाग

डाक-तार महानिदेशक का कार्यालय

नई दिल्ली, दिनांक 11 मई 1967

#### सूचना

सं० 25/22/67-एल० आई०—श्री रत्न सिंह की कमांक एल० सी० 64 दिनांक 6-6-19 को 10,000 रुपये की डाक-जीवन बीमा पालिसी विभाग के संग्रहण से गुम हो गई है। यह सूचित किया जाता है कि उक्त पालिसी का भुगतान रोक दिया गया है। उपनिदेशक, डाक-जीवन बीमा, कलकत्ता को बीमेदार के नाम पालिसी की दूसरी प्रति जारी करने के अधिकार दे दिए गए हैं। जनता को चेतावनी दी जाती है कि मूल पालिसी के सम्बन्ध में कोई लेन-देन न करे।

दिनांक 17 मई 1967

सं० 25/19/67-एल० आई०—श्री गुरुचन सिंह भिष्म की कमांक 81119-पी० तथा 81120-पी० दिनांक 18-3-59 को प्रत्येक 2,000 रुपये की डाक-जीवन बीमा पालिसियां उनके संग्रहण से गुम हो गई हैं। यह सूचित किया जाता है कि उक्त पालिसियों का भुगतान रोक दिया गया है। उपनिदेशक, डाक-जीवन बीमा, कलकत्ता को बीमेदार के नाम पालिसियों की दूसरी प्रतियां जारी करने के अधिकार दे दिए गए हैं। जनता को चेतावनी दी जाती है कि मूल पालिसियों के सम्बन्ध में लेन-देन न करे।

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सं० 25/62/66-एल० आई०—श्री बी० शेपादरी की कमांक 69586-सी० दिनांक 24-1-56 को 1,000 रुपये की डाक-जीवन बीमा पालिसी उनके संग्रहण से गुम हो गई है। यह सूचित किया जाता है कि उक्त पालिसी का भुगतान रोक दिया गया है। उपनिदेशक, डाक-जीवन बीमा, कलकत्ता को बीमेदार के नाम पालिसी की दूसरी प्रति जारी करने के अधिकार दे दिए गए हैं। जनता को चेतावनी दी जाती है कि मूल पालिसी के सम्बन्ध में कोई लेन-देन न करे।

दिनांक 18 मई 1967

सं० 25/23/67-एल० आई०—श्री जी० ऐम० मेदीरता की कमांक 2790-एम० दिनांक 29-3-45 को 5,000 रुपये की डाक-जीवन बीमा पालिसी उनके संग्रहण से गुम हो गई है। यह सूचित किया जाता है कि उक्त पालिसी का भुगतान रोक दिया गया है। उपनिदेशक, डाक-जीवन बीमा, कलकत्ता को बीमेदार के नाम पालिसी की दूसरी प्रति जारी करने के अधिकार दे दिए गए हैं। जनता को चेतावनी दी जाती है कि मूल पालिसी के सम्बन्ध में कोई लेन-देन न करे।

ड० अपठनीय

निदेशक (डाक-जीवन बीमा तथा शिकायत)

**STATE BANK OF INDIA****Central Office****NOTICE***Bombay, the 10th May 1967*

No. ADM/9272.—NOTICE is hereby given that the Principal Register and the Branch Registers of the State Bank of India will be closed for transfer of shares from Thursday, the 15th June 1967 to Friday, the 30th June 1967, both days inclusive.

*The 12th May 1967*

No. 9537.—The following appointment on the Bank's staff is hereby notified :—

Shri P. S. Vaidya has assumed charge to officiate as Chief Accountant, New Delhi, with effect from the 8th May 1967, *vice* Shri A. N. Saroea.

**R. N. CHETTUR**  
*Managing Director*

*Bombay, the 10th May 1967*

SBS. No. 3/1967.—In pursuance of sub-section (2) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the terms of appointment of the following persons nominated as Directors on the Board of the State Bank of Saurashtra under the proviso to clause (d) of sub-section (1) of Section 25 of the Act (*ibid*) expired on the 30th April 1967 :—

1. Shri Jamiyatrām Kapurchand Mody,  
8, Commercial Chamber,  
Rajkot.
2. Shri Bhogilal Maganlal Shah,  
"Madhu Mahal",  
Krishnanagar,  
Bhavnagar.

2. It is hereby notified for general information that in pursuance of the proviso to clause (d) of sub-section (1) of Section 25 of the Act (*ibid*), the State Bank of India, in consultation with the Reserve Bank of India, have renominated Shri Jamiyatrām Kapurchand Mody as a Director on the Board of the State Bank of Saurashtra with effect from the 1st May 1967. They have also nominated under the same proviso Shri Ramniklal Bhogilal Shah, Madhu Mahal, Krishnanagar, Bhavnagar, as a Director, *vice* Shri Bhogilal Maganlal Shah who ceases to be a Director.

**V. T. DEHEJIA**  
*Chairman*

**THE FOOD CORPORATION OF INDIA***Madras, the 10th May 1967*

No. 9(2)/65-Rules.—In exercise of the powers conferred by Sub-section (1) of section 45 of the Food Corporations Act, 1964 (37 of 1964) and with the previous sanction of the Central Government, the Food Corporation of India hereby makes the following Regulations to be called the "FOOD CORPORATION OF INDIA (CONTRIBUTORY PROVIDENT FUND) REGULATIONS, 1967".

**P. K. DORAISWAMY**  
*Establishment Officer*

**CONTRIBUTORY PROVIDENT FUND  
REGULATIONS**

1. *Short title, commencement and application :*

- (1) These Regulations may be called the Food Corporation of India (Contributory Provident Fund) Regulations, 1967.

- (2) They shall be deemed to have come into force on the 1st day of April, 1965.

- (3) They shall apply—

(i) to all employees of the Corporation regularly appointed to its service under sub-clause (a) of clause 1 of Regulation 12 of the draft Food Corporation of India (Staff) Regulations, 1965; and

(ii) to all employees of the Corporation appointed to its service under sub-clause (b) of clause 1 of Regulation 12 of the draft Food Corporation of India (Staff) Regulations, 1965, other than those who have opted for the pensionary benefits of the Government.

- (4) Notwithstanding anything contained above, the Managing Director may, by general or special order, direct that the application of these Regulations be extended to employees of the Corporation, other than those specified in clause (3), subject to such terms and conditions as he may specify in such order.

*Explanation :* The Regulations shall not be applicable to an employee on deputation to the Corporation who is entitled to any pensionary benefits under the rules of the Central/State Government.

2. *Definitions :*

- (a) 'Act' means the Food Corporations Act, 1964
- (b) 'Pay' includes, where admissible, special pay or personal pay but does not include any other allowance to which the employee may be entitled.
- (c) 'Board' means the Board of Trustees constituted under these Regulations.
- (d) 'Contribution' means any contribution payable by the Corporation as an employer in respect of a member under these Regulations.
- (e) 'Corporation' means the Food Corporation of India established under Section 3 of the Act.
- (f) 'Family' means—

- (i) In the case of a male member, the wife or wives and children of such member and the widow or widows, and children of a pre-deceased son of such member;

Provided that if a member proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a part of the member's family in matters to which these Regulations relate unless the member subsequently intimates in writing to the Board that she shall continue to be so regarded.

- (ii) In the case of a female member, the husband and children of the member, and the widow or widows and children of a pre-deceased son of a member;

Provided that if a member by notice in writing to the Board expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a part of the member's family in matters to which these Regulations relate, unless the member subsequently cancels such notice in writing.

*Note :* 'Child' means a legitimate child, and includes an adopted child, where adoption is recognised by the personal law governing the member.

- (g) 'Fund' means the Food Corporation of India Contributory Provident Fund established under these Regulations.
- (h) 'Managing Director' means the Managing Director of the Corporation.
- (i) 'Member' means an employee of the Corporation who is required or is entitled to become a member of the Fund.
- (j) 'President' means the President of the Board.
- (k) 'Secretary' means the Secretary to the Board.
- (l) 'Subscription' means a subscription to the Fund made by a member.
- (m) 'Trustee' means a member of the Board of Trustees.
- (n) 'Year' means the Financial year of the Corporation beginning on the 1st day of April.

### 3. Constitution of the Fund :

- (1) The Corporation shall constitute a fund to be called the Food Corporation of India Contributory Provident Fund.
- (2) The Fund shall be maintained in rupees subject to these Regulations.
- (3) The Fund shall constitute an irrevocable trust for the benefit of the members thereof.

### 4. Assets of the Fund :

The Fund shall consist of—

- (a) Contributions to be made by the Corporation and subscriptions to be made by the members in terms of these Regulations;
- (b) Interest which may accrue on such contributions and subscriptions;
- (c) Balance transferred from any other Provident Fund where such transfers are authorised by the Managing Director;
- (d) Moneys lapsed to the Fund in accordance with the provisions of Regulations 26 or sub-regulation (2) of Regulation 27.
- (e) Other receipts, (including donations from the Corporation) if any.

### 5. Board of Trustees :

- (1) The Fund established under these Regulations shall be administered by a Board of Trustees consisting of the following members namely—
  - (a) The Financial Adviser to the Corporation, who will be the *ex-officio* President.
  - (b) The Secretary to the Corporation, who will be an *ex-officio* Trustee.
  - (c) The Deputy Financial Adviser to the Corporation, who will be an *ex-officio* Trustee.
  - (d) Two representatives of the employees to be nominated by the Managing Director from amongst the members of the Fund. Every such nomination shall be notified in the official gazette.
- (2) An Accounts Officer in the Head Office of the Corporation nominated by the Managing Director shall discharge the functions of the Secretary to the Board. The Secretary shall have the assistance of such staff provided by the Corporation as the Managing Director may from time to time determine. It shall be the duty of the Secretary to convene meetings of the Board, keep the records thereof, take necessary steps to ensure proper maintenance of accounts and to carry out the decisions of the Board.

### 6. Term of Office :

- (1) Every Trustee other than an *ex-officio* shall subject to these regulations hold office for a period of two years commencing from the date on which his nomination is notified in the official Gazette;
- (2) Where any casual vacancy occurs in the office of a Trustee (other than an *ex-officio* Trustee) the Managing Director may nominate a member of the Fund as Trustee to fill such vacancy and any Trustee so nominated shall hold office for the un-expired term of office of the Trustee in whose place he is so nominated;
- (3) An out-going Trustee shall be eligible for re-nomination.

### 7. Resignation and Cessation of Trustee :

- (1) A Trustee other than *ex-officio* Trustee may resign his office by a letter addressed to the Managing Director and his office shall become vacant from the date on which the resignation is accepted by the Managing Director.
- (2) If a Trustee other than an *ex-officio* Trustee fails to attend three consecutive meetings of the Board without obtaining leave of absence from the President he shall cease to be a Trustee; Provided that the Board may of its own motion or on an application made by such Trustee in this behalf restore a Trustee to his office if it is satisfied that there were reasonable grounds for the absence.

### 8. Disqualifications for Trusteeship and Removal :

- (1) A person shall be disqualified for being a Trustee, under category (d) of clause (1) of Regulation 5—
  - (i) if he is declared to be of unsound mind by a competent Court;
  - (ii) if he is an undischarged insolvent;
  - (iii) if he has been convicted of an offence involving moral turpitude;
  - (iv) if he ceases to be an employee of the Corporation, or if, he ceases for any reason to be a member of the Fund.
- (2) If any question arises whether any person is disqualified under clause (1) it shall be referred to the Managing Director, whose declaration on the question shall be final.
- (3) The Managing Director may remove from office any Trustee other than an *ex-officio* Trustee if in his opinion such trustee has ceased to represent the interest which he purports to represent on the Board after Giving him a reasonable opportunity of making any representation against the proposed action.

### 9. Meetings :

- (1) The Board shall meet at Madras or\*at such place and at such time as may be appointed in this behalf by the President. The President may whenever he thinks fit, and shall within 15 days of the receipt of a requisition in writing from not less than 3 Trustees, call for a meeting of the Board.
- (2) Notice of not less than fifteen days in respect of a meeting of the Board, shall be given to every Trustee.

Provided that when the President calls for a meeting for consideration of any matter which, in his opinion, is urgent, at a notice shorter than fifteen days, such shorter notice shall be deemed to be sufficient notice for the purpose of this Regulation.

- (3) The President shall preside at every meeting of the Board. In his absence, the Trustees shall elect one of the members present to preside at the meeting and the person so elected shall have all the powers of the President at such meeting.

#### 10. Quorum :

- (1) No business shall be transacted at a meeting of the Board unless at least three Trustees are present, of whom at least one shall be from among those nominated under category (d), of clause (1) of Regulation 5.
- (2) If at any meeting a quorum is not present the President shall adjourn the meeting informing the Trustees of the time and place of the adjourned meeting and it shall thereupon be lawful to dispose of the business at such adjourned meeting irrespective of the number of Trustees present thereat.
- (3) Every question considered at a meeting of the Board shall be decided by a majority of votes of the Trustees present and voting, and in the event of an equality of votes the President shall have and shall exercise a second or casting vote.

#### 11. Minutes of the meeting :

The minutes of the meeting of the Board shall be kept by the Secretary.

On the confirmation of such minutes, with or without modifications, at the next meeting of the Board, the minutes so confirmed shall be recorded in the minute book and signed by the President and the minutes so recorded and signed shall be the proof of the correctness thereof.

#### 12. Fees and Allowances :

- (1) All expenses relating to the administration of the Fund including the pay and allowances of the staff appointed for the purpose of administering the Fund shall be borne by the Corporation and shall not be charged to the Fund.
- (2) The grant of travelling allowances to a Trustee in respect of journeys performed by him for attending the meeting of the Board shall be governed by the Regulations applicable to him for journeys performed on official duty and shall be paid by the Corporation.

#### 13. Membership of the Fund :

Every employee of the Corporation shall be required and shall be entitled to become a member of the Fund with effect from the date of his appointment or from the 1st day of April, 1965, whichever is later;

Provided that where on first appointment to the service of the Corporation, an employee is required to undergo a period of probation he shall be required and shall be entitled to become a member only on satisfactory completion of such probation.

#### 14. Agreement to be executed by Members :

Every employee on becoming a member of the Fund shall execute an agreement in the following form :—

I hereby declare that I have read and understood the Food Corporation of India (Contributory Provident Fund) Regulations, 1967 and I hereby undertake to subscribe to the Fund and agree to be bound by the said Regulations.

Signature in

Witness..... Full.....

Date..... Name .....

Designation .....

Address .....

#### 15. Rates of subscription and contribution :

- (1) Every member shall subscribe to the Fund each month at the rate of eight per cent of the pay earned by him for the month. A member may increase his subscription to any rate not exceeding twenty-five per cent of the pay earned for the month;

Provided that such enhancement shall be given effect to from the 1st day of January immediately following the receipt of intimation of such increase.

- (2) The Corporation shall contribute to the Fund every month an amount equal to the amount subscribed by each of the members, but in any case not exceeding eight per cent of the pay earned by the member during that month as the employer's contribution to the Fund.

- (3) Subscriptions and contributions shall be rounded off to the next higher rupee.

#### 16. Realisation of subscriptions :

When pay is drawn by a member from the Corporation recovery of subscription on account of such pay and of the principal and the interest of any advance shall be made from the pay itself.

#### 17. Administration of Fund, Accounts and Audit :

- (1) The total amounts received as the employer's contributions and towards the employees' subscriptions to the Fund shall be credited to respective accounts.
- (2) All amounts lapsed to the Fund and net profits or losses, if any, from the sale of the investments, shall be transferred to the 'Lapse Account'.
- (3) All interest, rent and any other income accrued or realised as the case may be, shall be credited to an account to be called the 'Interest Income Account'.
- (4) All moneys belonging to the Fund shall be deposited in the Reserve Bank or the State Bank of India or shall be invested in Central Government Securities.
- (5) The Accounts of the Fund shall be audited by the Authority auditing the Accounts of the Corporation.

#### 18. Interest :

The Board shall as soon as possible after the expiry of every year—

- (i) determine and notify, with the approval of the Managing Director the rate at which interest shall be allowed during the year on all deposits standing to the credit of every member of the Fund;
- (ii) prepare an account of the total interest accrued and received on the investments of the Fund during that year; and
- (iii) credit the amount of interests due to every member on the balance standing to his credit in the Fund on the 31st day of March of the year.

Provided that in the case of a member ceasing to be such member before the accounts of the year are closed, interest shall be allowed upto the date of cessation of the membership at the rate fixed for the preceding year.

#### 19. Members' Accounts :

- (1) An individual account for each member shall be maintained in the form prescribed by the Board

and allotted a separate number. All Accounts shall be maintained at the Head Office of the Corporation.

- (2) As soon as may be after the close of the year every member shall be supplied with a statement of his account in duplicate showing therein the opening balances for the year of subscriptions and contributions to the credit of his account including interest thereon, the amount of subscriptions and contributions for the year, the interest credited to his account for the year and the total amounts of subscriptions and contributions including interest thereon to his credit at the end of the year.
- (3) Every member shall return the duplicate copy of the statement of his account duly signed by him after satisfying himself as to the correctness of the entries made therein, not later than two months from the date of receipt thereof.
- (4) An abstract for the year of the individual account of each member in respect of whom a return is required to be furnished under the Income-tax Rules, 1962 shall be furnished to the Income-tax Officer concerned in such form and within such dates as may be required by the provisions of the said Rules.

#### 20. Nominations :

- (1) Every member shall, as may be after joining the Fund, make a nomination in the form set out in Annexure-I conferring on one or more persons the right to receive the amount which may stand to his credit in the Fund in the event of his death before that amount has become payable or having become payable has not been actually paid.

Provided that if, at the time of making the nomination, the member has a family, the nomination shall not be in favour of any person or persons other than the members of his family.

- (2) If a member nominates more than one person under sub-regulation (1), he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount which may stand to his credit in the Fund at any time.
- (3) A member may at any time cancel or modify a nomination by notice in writing :

Provided that the member shall, along with such notice, send a fresh nomination made in

accordance with the provisions of this Regulation (in the form set out in Annexure-II).

- (4) A member may provide in a nomination—

- (a) that in the event of any specified nominee predeceasing the member, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination :

Provided that where the member has family such other nominee, shall also be a member of the family,

Provided also that where the member has no family, the provisions of the proviso to sub-clause (b) shall apply.

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein :

Provided that if at the time of making the nomination the member has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

- (5) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-regulation (4), or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-regulation (4), the member shall send to the Secretary a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this regulation.
- (6) Every nomination made, and every notice of cancellation given, by a member shall be communicated to the Secretary and, to the extent that it is valid, take effect on the date on which it is received by the Secretary.
- (7) Except as otherwise provided in this Regulation, no employee shall assign or create a charge upon his beneficial interest in the Fund.

#### 21. Advances from the Fund :

1. The Board may sanction the payment to any member of an advance for any of the purposes listed in Col. 2 of the statement below up to the limits and subject to the special conditions, if any, set out in Col. 3 & Col. 4 respectively.

Serial No.	Purpose	Limit up to which advance may be sanctioned.	Special conditions
1	2	3	4
(1)	To meet the cost of higher education including, where necessary, the travelling expenses of the member or of any person actually dependent on him in the following cases :		
	(a) for education outside India for an academic, technical, professional, or vocational course beyond the high school stage :	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less.	
	(b) for any medical, engineering or other technical or specialised courses in India beyond the high school stage; provided that the course of study is for not less than 3 years.		

1	2	3	4
(2)	To pay obligatory expenses on a scale appropriate to the status which by customary usage the member has to incur in connection with—		
(a)	the marriage of himself or of his children or of any other person actually dependent on him.	(a) 6 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less.	---
(b)	other ceremonies connected with himself or of his children or of any other person actually dependent upon him or in connection with the funeral ceremonies of his parents, or of any other person dependent on him.	(b) 3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less.	---
(3)	To pay any expenses in connection with illness or a disability, including where necessary, travelling expenses of the subscriber or any person actually dependent on him.	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund which ever is less.	---
(4)	For any other purpose authorised by the Income-tax Rules.	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less.	Prior sanction of the Managing-Director is necessary.

2. The advance shall not be granted to any member until the repayment of the last instalment of any previous advance.

3. A member who has been sanctioned an advance from the Fund shall satisfy the sanctioning authority within such period as may be specified by that authority that the money has been utilised for the purpose for which it was sanctioned and, if he fails to do so, the whole sum so sanctioned or so much thereof as has not been applied for the purpose for which it was sanctioned, shall forthwith be repaid in one lumpsum together with interest thereon at the rate specified under sub-regulation (3) of Regulation 22 by the member of the Fund and in default of such payment shall be ordered by the sanctioning authority to be recovered from his emoluments either in one lumpsum or in such number of monthly instalments as may be determined by such authority.

## 22. Recovery of Advances :

(1) An advance shall be recovered from the member in such number of equal monthly instalments as the sanctioning authority may direct but such number shall not be less than 12 unless the member so elects and more than 36. A member may at his option make repayment in a smaller number of instalments than that prescribed. The

amount of each instalment shall be fixed in terms of whole rupees the amount of the advance being raised or reduced if necessary to admit of such fixation.

(2) Recovery shall be made in the manner provided in regulation 16 and shall commence from the first occasion after the advance is made on which the member draws pay for a full month. Recovery shall, however, not be made except with the member's consent while he is in receipt of subsistence grant or on sick leave and/or extraordinary leave exceeding 30 days.

(3) Interest shall be charged on advances and recovered in accordance with the provisions of rule 71 of the Income-Tax Rules, 1962.

## 23. Withdrawals :

1. The Board may sanction a withdrawal at any time after the completion of twenty-three years of service (including broken periods of service if any) of a member or within ten years before the date of his retirement on superannuation whichever is earlier, from the amount of subscriptions and interest thereon standing to the credit of the member in the Fund, for any of the purposes mentioned in Column 2 of the statement below upto the limits and subject to the conditions, if any, set out in Column 3 and 4 respectively.

Serial No.	Purpose	Limit up to which withdrawal may be sanctioned	Special conditions
1	2	3	4
(1)	To meet the cost of higher education including where necessary, the travelling expenses of the member or of any person actually dependent on him in the following cases viz.,		
(a)	for education outside India for academic, technical, professional or vocational course beyond the high school stage ;	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less	---
(b)	for any medical engineering or other technical or specialised course in India beyond the high school stage provided that the course of study is for not less than three years.		
(2)	To meet the expenditure in connection with the marriage of himself or his children or of any other person actually dependent on him.	6 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund which ever is less.	---

1	2	3	4
(3)	To pay any expenses in connection with the illness or a disability including, where necessary, travelling expenses of the subscriber or of any person actually dependent on him.	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less	—
(4)	Building or acquiring a suitable house for his residence including or excluding the cost of the site or repaying any outstanding amount on account of a loan expressly taken for this purpose before the date of receipt of the application for withdrawal but not earlier than 12 months of that date or recon-tracting or making additions or alterations to a house already owned or acquired by a member.	The amount of withdrawal shall not exceed half of the amount standing to the employee's credit or actual cost of the house or of the house-site whichever is less.	(i) the construction of the house should be commenced within six months of the withdrawal and should be completed within one year from the date of the commencement of the constructions ;
(5)	Purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for the withdrawal but not earlier than 12 months of that date.		(ii) if the withdrawal is made for the purchase of a house and/or a site for a house, the purchase should be made within six months of the withdrawal ;
			(iii) if the withdrawal is made for the repayment of loan previously raised for the purpose of construction or purchase of a house the repayment of the loan should be made within three months of the withdrawal ;
			(iv) where the withdrawal is for the construction of a house, it shall be permitted in two or more equal instalments (not exceeding four) a later instalment being permitted only after verification by the President about the actual utilisation of the earlier withdrawal ;
			(v) the withdrawal shall be permitted only if the house and/or site is free from encumbrances and no withdrawal shall be permitted for purchasing a share in a joint property or building or house or land whose ownership is divided.
(6)	For any other purpose authorised by the Income-tax Rules.	3 months pay or half of the amount of subscription and interest thereon standing to the credit of the member in the Fund whichever is less.	Prior sanction of the Managing Director is necessary.

2. The actual withdrawal from the Fund shall be made only on receipt of an authorisation from the President who will arrange this as soon as the formal sanction of the Board has been issued.

3. The provisions of sub-regulation 3 of Regulation 21 shall *mutatis mutandis* apply to moneys withdrawn the Fund under this Regulation.

#### 24. Conversion of an advance into a withdrawal :

A member who has already drawn an advance under Regulation 21 may convert, at his discretion, by written request addressed to the President through the Secretary the balance outstanding against it into a withdrawal on his satisfying the conditions laid down in Regulation 23.

#### 25. Final withdrawals of accumulations in the Fund :

(1) When a member quits the service of the Corporation, the accumulated balance standing to his credit in the Fund shall, subject to the deduction of Income-tax that may be due and payable by him according to the provisions of the Income-tax Act and also subject to any deductions under Regulation 27, become payable to him.

(2) Notwithstanding anything contained in Regulations 21 to 25, it shall be open to the Board to permit the with-

drawal of ninety per cent of the amount standing at the credit of an employee if the employee takes leave preparatory to retirement, provided that if he rejoins duty on the expiry of leave he shall refund the amount drawn together with interest at the rate allowed by the Fund.

#### 26. Procedure on death of member :

Subject to any deduction under Regulation 27, on the death of a member before the amount standing to his credit has become payable or where the amount has become payable before actual payment has been made :—

- if a nomination made by the member in accordance with Regulation 20 subsists, the amount standing to his credit in the Fund or that part thereof to which the nomination relates, shall become payable to his nominee or nominees in accordance with such nomination; or
- if no nomination subsists or if the nomination relates only to a part of the amount standing to his credit in the Fund the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall become payable to the members of his family in equal shares;

Provided that no share shall be payable to—

- (a) sons who have attained majority;
- (b) sons of a deceased son who have attained majority;
- (c) married daughters whose husbands are alive;
- (d) married daughters of a deceased son whose husbands are alive;

If there is any member of the family other than those specified in clauses (a), (b), (c), and (d) :

Provided further that the widow or widows, and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the member and had not attained the age of majority at the time of the member's death.

- (iii) in any case, to which the provisions of clauses (i) and (ii) do not apply the whole amount shall be payable to the person legally entitled to it.

*Explanation :—*For the purpose of this paragraph a member's posthumous child, if born alive, shall be treated in the same way as a surviving child born before the member's death.

#### 27. Deductions :

(1) Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the Corporation with interest thereon, before the amount standing to the credit of a member in the Fund is paid out of the Fund the Managing Director may direct the deduction therefrom of—

- (a) any amount, if a member has been dismissed from the service of the Corporation.
- (b) any amount, if a member resigns his employment under the Corporation within five years of the commencement thereof.
- (c) any amount due under a liability incurred by the member to the Corporation.

(2) All amounts deducted under Clause (a) or Clause (b) of sub-regulation (1) shall lapse to the Fund.

(3) All amounts deducted under Clause (c) of sub-regulation (1) shall be paid into the credit of the Corporation.

#### 28. Manner of payment of amount in the Fund :

(1) When the amount standing to the credit of a member in the Fund or the balance thereof, after any deduction under Regulation 27 becomes payable, it shall be the duty of the Secretary, after satisfying himself as to the correctness of the amount payable to make payment on receipt of a written application in this behalf as provided in sub-regulation (3) below :

(2) If the person to whom under these Regulations any amount is to be paid is a 'lunatic' for whose estate a Manager has been appointed under the Indian Lunatic Act, 1912, the payment will be made to such Manager and not to the lunatic.

(3) Any person who desires to claim payment under this Regulation shall send a written application in that behalf to the Secretary. Payment of amounts withdrawn shall be made in India only. The persons to whom the

amounts are payable shall make their own arrangements to receive payments in India.

#### 29. Relaxation in individual cases :

When the Managing Director is satisfied that the operation of any of these Regulations causes or is likely to cause undue hardship to a member, he may, notwithstanding anything contained in these Regulations deal with the case of such member in such manner as may appear to him to be just and equitable.

#### 30. Delegation of Powers :

The Board may delegate any of its powers under these Regulations to the President or to any *ex-officio* trustee subject to such conditions and modifications as it may deem fit to impose.

#### 31. Interpretation :

If any question arises relating to the interpretation of these Regulations, it shall be referred to the Managing Director whose decision thereon shall be final.

#### 32. Winding up :

The Fund shall not be closed except when the Corporation is wound up. In the event of the dissolution of the Corporation, the Fund shall be closed and the moneys after payment of amounts due to be paid but not yet paid under these Regulations, shall be distributed amongst the members then existing by payment to each of them a sum which shall bear the same proportion to the aggregate market value of proceeds of securities and uninvested cash then constituting the Fund as the amount then standing to the credit of the member in his individual account bears to the aggregate of the amounts, then standing to the credit of the individual accounts of all such members.

### ANNEXURE—I

#### THE FOOD CORPORATION OF INDIA (CONTRIBUTORY PROVIDENT FUND) REGULATIONS, 1967

1. Name (in block capitals) \_\_\_\_\_  
Surname \_\_\_\_\_
2. Caste \_\_\_\_\_ 3. Sex \_\_\_\_\_ 4. Religion \_\_\_\_\_
5. Occupation \_\_\_\_\_/Establishment/Department \_\_\_\_\_
6. Height \_\_\_\_\_
7. Father's name \_\_\_\_\_
8. Husband's name \_\_\_\_\_  
(For married women employees only)
9. Marital Status \_\_\_\_\_  
(Whether bachelor, spinster, married, widow or widower)
10. Date of birth : Day \_\_\_\_\_ Month \_\_\_\_\_  
Year \_\_\_\_\_
11. Mark of identification \_\_\_\_\_
12. Permanent Address \_\_\_\_\_  
Village \_\_\_\_\_ Thana \_\_\_\_\_  
Taluk/Sub-div. \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_



I hereby nominate the person or persons mentioned below to receive the amount standing to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been

paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and Address of the nominee or nominees	Nominee's relationship with the member	Age of nominee	Amount of share of accumulation in the Fund to be paid to each nominee	Contingencies on the happening of which the nomination shall become invalid
1	2	3	4	5

Date .....

Signature or left hand thumb impression of the member

Certified that the above declaration has been signed by \_\_\_\_\_ employed in the Corporation before me after he has read the entries.

The entries have been read out to him by me.

Signature of the authorised officer

Designation \_\_\_\_\_

Name and Address \_\_\_\_\_

Date :—

Where exact particular are not available, approximate may be indicated in consultation with the Medical Officer of the Corporation.

#### ANNEXURE—II

#### THE FOOD CORPORATION OF INDIA (CONTRIBUTORY PROVIDENT FUND) REGULATIONS, 1967

I, \_\_\_\_\_ hereby cancel the nomination made by me on the \_\_\_\_\_ as regards the disposal in the event of my death, of the amount standing to my credit in the Fund and hereby nominate the person or persons mentioned below to receive the amount standing to my credit in the Fund, in the event of my death before that amount has become payable or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and Address of the nominee or nominees	Nominee's relationship with the member	Age of nominee	Amount of share of accumulations in the Fund to be paid to each nominee	Contingencies on the happening of which the nomination shall become invalid
1	2	3	4	5

Signature or left hand thumb impression of member

Signature of authorised Officer

Designation \_\_\_\_\_

Name and address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Certified that the above declaration has been signed before me by \_\_\_\_\_ employed in \_\_\_\_\_

### THE BAR COUNCIL OF INDIA

The rules of the Council have been amended by the Council at its meeting on the 30th of April, 1967 as set out hereunder :—

#### I. Amendment of Rules in Part III-A

*Resolution No. 74/1967*

RESOLVED that the Rules of the Council in Part III-A be and the same are hereby amended as under :—

Add the following as Rule 11

11. *Explanation.*—Nothing in these rules shall affect persons who joined a course of instruction in law for a degree in law before the 1st academic term of the year 1967 and have taken a degree in law before 31st December, 1971 but they shall continue to be governed by the Resolutions of this Council being Resolution No. 201/1963 dated 26th February, 1963 read with Resolutions Nos. 50/1965 dated 11-4-1965, 16/1966 dated 27-2-1966 and 121/1966 dated 27-8-1966.

#### II. Amendment of Rules in Part VI, Chapter II

*Resolution No. 72/1967*

RESOLVED that in Rule 42 of Part VI, Chapter II, of the Rules of the Council the word 'government' be inserted after the words 'a full-time salaried employee of any person'.

*Resolutions referred to in Resolution No. 74/1967*

*Resolution No. 201/1963 dated 26-2-1963*

1. RESOLVED that a degree in law obtained on or before the 30th June, 1964 from any University established by law in the territory of India be recognised for the purposes of Section 24(1)(c)(iii) of the Advocates Act, 1961.

2. RESOLVED that no degree in law obtained after the 30th June, 1964 from any University in the territory of India shall be recognised unless such degree has been obtained after undergoing a course of study in law for a minimum period of two years after graduation; Provided however that nothing herein contained shall affect a person who has commenced a course of study in law before graduation, prior to the 28th February, 1963 and obtained a degree in law before the 1st October, 1966.

3. RESOLVED that for the purposes of Section 24(1)(c)(iii) of the Act, a degree in law obtained from any University in Pakistan shall be recognised only if such degree has been obtained after a study in law for a minimum period of the two years after graduation.

*Resolution No. 50/1965 dated 11-4-1965*

The Bar Council of India is of the opinion that the degree in law recognised in paragraph 2 of Resolution No. 201/1963 should have been obtained after a course of study in law by regular attendance and after attending the necessary lectures of a college recognised by a University.

*Resolution No. 16/1966 dated 27-2-1966*

RESOLVED that Resolution No. 50/1965 passed on the 10th of April, 1965 will not apply to persons who have begun their course of study in law or taken a degree in law prior to that date viz. 10th April, 1965.

*Resolution No. 121/1966 dated 27-8-1966*

Having considered the following Resolutions 201/1963, 50/1965 and 16/1966 and representations or letters received (i) dated 28th May, 1966 from the Secretary of the Bar Council of Rajasthan, and (ii) dated 15-6-1966 from the Secretary, Bar Council of Madras.

This Council resolves that all applications for enrolment rejected by any State Bar Council or Enrolment

Committee thereof of persons who began their course of study in law or who took their degree in law prior to 10th April, 1965, on the sole ground that their Law Degrees were not obtained after a course of study in Law by regular attendance and after attending the necessary lectures at a University recognised college shall be deemed to be pending and the State Bar Councils concerned and the Enrolment Committees thereof are hereby directed to dispose off the same in the light of the above mentioned resolutions of this Council.

A. N. VEERARAGHAVAN,  
Secretary,  
Bar Council of India

### AIR-INDIA

#### AIR-INDIA STAFF HOUSING REGULATIONS, 1967

GM/58-5.—In exercise of the powers conferred by section 45 of the Air Corporations Act, 1953 (27 of 1953), the Air-India, with the previous approval of the Central Government, hereby makes the following regulations to regulate the grant of loans to its employees or to societies formed by its employees for the purpose of constructing or purchasing dwelling houses, including the purchase of land or plots therefor, namely :—

#### CHAPTER I

#### PRELIMINARY

1. *Short title and commencement.*—(1) These Regulations may be called the Air-India Staff Housing Regulations, 1967.

(2) They shall come into force on the date of notification in the Gazette of India.

2. *Definitions.*—In these regulations, unless the context otherwise requires,—

(a) "Chairman" means the Chairman of the Corporation;

(b) "competent authority", in relation to the exercise of any power or the performance of any function under these regulations, means the Corporation, the Chairman, the General Manager, the Financial Controller, the Personnel Manager or any other officer nominated by the Chairman or the General Manager;

(c) "Corporation" means Air-India;

(d) "employee" means—

(i) a person employed on a scale of pay prescribed for India based staff;

(ii) a person employed on a scale of pay prescribed for a local recruit at stations abroad provided he is a member of a society and is an Indian national,

and confirmed in the services of the Corporation as member of its permanent staff;

(e) "family", in the case of an employee, means his or her spouse, legitimate children, parents, brothers and unmarried or widowed sisters;

(f) "Financial Controller" means the Financial Controller of the Corporation;

(g) "General Manager" means the General Manager of the Corporation;

(h) "individual loan" means a loan granted under these regulations to any individual employee;

(i) "Personnel Manager" means the Personnel Manager of the Corporation;

(j) "society" means a co-operative housing society formed by the employees and registered or deemed to be registered under the law relating to co-operative societies for the time being in force;

(k) "collective loan" means a loan granted under these regulations to any society.

3. *Housing loans.*—(1) Subject to the provisions of these regulations, loans may be granted to any employee or to a society for the purpose of :

(a) acquisition of land or plots and construction of dwelling houses thereon; or

(b) construction of dwelling houses on land or plots already owned by or leased to the employee or the society, as the case may be; or

(c) purchase of ready-built houses or flats on ownership basis.

(2) Individual loans may also be granted for the purpose of enlarging a house already owned by an employee solely in his or her own name and occupied by the employee or the employee and his or her family, in cases where the existing accommodation is inadequate or unsuitable to the requirements or needs of the employee or of the employee and his or her family, as the case may be.

(3) The power to sanction an individual loan shall be exercisable—

(i) by the General Manager or, in his absence, by the Chairman, where the amount of the loan does not exceed seventy-five thousand rupees; and

(ii) by the Corporation where the amount of the loan exceeds seventy-five thousand rupees.

4. *Location of dwelling houses.*—(1) Individual loans may be granted for the purpose of constructing or purchasing dwelling houses, including the purchase of land or plots therefor, at any place in India.

(2) Collective loans may be granted for the construction or purchase of dwelling houses, including the purchase of land or plots therefor, only in areas within the limits of Municipal Corporations or Municipalities within India where the Corporation has established or may establish on line stations, or within such extensions as may be approved by the Corporation of such areas.

5. *General condition for the grant of loans.*—(1) No employee or society shall be entitled to claim a loan under this regulation as a matter of right and the grant of every such loan shall be subject to the discretion of the sanctioning authority, the merits of each case and the availability of funds.

(2) No such loan shall be granted to any employee who has not completed at least five years' continuous service in the Corporation as a permanent member of its staff: provided that this condition may be relaxed or waived in respect of societies one or more of the members of which does not or do not satisfy the condition.

(3) No loan shall be granted under this regulation in cases where the employee, his or her spouse or any of his or her children owns a house, whether individually or jointly with each other or with another person, but the sanctioning authority may relax this condition if the house is owned by the employee jointly with another person, not being the employee's spouse or children, and the employee desires to build or purchase a separate house for his or her *bona fide* residential purpose.

(4) In cases where both the husband and wife are in the service of the Corporation and eligible for loan, a loan under these regulations shall be granted only to one of them.

(5) No loan shall be granted under these regulations if the applicant has availed himself of any loan or advance

for construction or purchase of a dwelling house from any Government or other source (such as the Ministry of Rehabilitation, or the Central or State Housing Scheme or any Bank or Life Insurance Corporation), unless the applicant gives an undertaking in writing forthwith to repay in full the loan or advance so drawn.

(6) Only one individual loan shall be granted and that to construct or purchase only one house in the service career of an employee. Similarly, only one collective loan shall be granted and that in respect of only one housing project of a society. An employee can have either an individual loan or a collective loan as a member of the society and not both.

(7) No loan shall be granted to construct or purchase a dwelling house on leasehold land, unless the unexpired residue of the lease period on the date of the grant of the loan is more than 25 years in the case of an individual employee or more than 35 years in the case of a society, and unless the leasehold rights are transferable or assignable.

(8) No part of the loan shall be used for any purpose other than the construction or purchase of a dwelling house, including the purchase of land or plots therefor, for the personal occupation of the employee or the employee and his or her family, as the case may be, or as a source of profit.

6. *Power of Chairman and General Manager to issue supplementary rulings and orders, etc.*—The Chairman or the General Manager shall have power to issue such supplementary rulings or orders, not inconsistent with these regulations, as he may deem appropriate for the due and proper administration of these regulations and for the full implementation of their objective, and to interpret the meaning of these regulations, and such rulings, orders or interpretations shall be final and binding on all individuals and societies who have drawn or may draw housing loans from the Corporation.

7. *Modification, amendment or revision of the regulations.*—Subject to the provisions of section 45 of the Air Corporations Act, 1953 (27 of 1953), the Corporation reserves to itself the right to modify, amend or revise from time to time any or all of these regulations, and any such modification, amendment or revision shall apply to all subsisting loans from the date of such modification, amendment or revision, as the case may be.

8. *Repeal.*—With effect from the date on which these regulations come into force, all previous rulings or orders issued by the Corporation in regard to housing loans shall stand superseded.

## CHAPTER II

### INDIVIDUAL LOANS

9. *Loan limits.*—(1) No individual loan shall exceed 36 times the basic pay of the employee at the time he applies for the loan, or three-fourths of the total cost of the dwelling house (inclusive of the cost of land), whichever is less, subject to a maximum of Rs. 75,000/- in any one case: Provided that where the amount of 36 times the basic pay of an employee is less than Rs. 5,000/-, a loan not exceeding Rs. 5,000/- may be granted to such employee.

(2) Where the loan is required for enlarging an existing accommodation, the amount of the loan shall not exceed two-thirds of the cost of such enlargement or Rs. 15,000/- whichever is less.

10. *Procedure for grant of loans.*—(1) Every individual loan shall be applied for in writing in such form as the General Manager may prescribe, and shall be submitted to the Personnel Manager together with evidence in support of the statements or declarations made therein.

(2) The Personnel Manager shall scrutinise every such application in the light of these regulations and the evidence furnished by the employee and may, in that behalf, call for such further evidence or information as he may consider relevant.

(3) The Personnel Manager shall also arrange to have the value or estimate of the cost of the house proposed to be built or acquired as stated in the application verified by the Corporation's Works Engineer or other Officer or agency suitably qualified in that behalf, and obtain a report that the value or estimate, as the case may be, is reasonable. If a ready-built house is to be purchased, the report shall also state whether the house is in good repair and tenantable condition.

(4) If the Personnel Manager is satisfied that the loan is admissible under these regulations and that the statements or declarations made by the employee are correct, he shall certify to that effect and forward the application with his recommendation to the Financial Controller.

(5) The Financial Controller shall scrutinise the application generally and in particular with regard to—

- (a) the availability of funds, and
- (b) the adequacy of the security offered by the employee,

and forward the same to the General Manager with such recommendations as he may consider appropriate.

(6) If the General Manager is satisfied as to the merits of the case, he may sanction the grant of the loan.

**11. Interest.**—Every loan granted under these regulations shall carry simple interest at the rate of 5½ per cent per annum or such revised rate as the Corporation may prescribe from time to time. All such interest shall be calculated on the reducing balances of the loans.

**12. Security.**—(1) The repayment of the loan with interest shall be secured by a first legal mortgage or charge in favour of the Corporation of or on the land and the house to be built thereon or the land and the house acquired by the employee, as the case may be, or with the approval of the General Manager, by a mortgage by deposit of title deeds of the land and the house in cases where the land and the house are situated in any area in which such mortgage is permitted:

Provided that the General Manager may waive this condition if the employee gives other security to secure the repayment of the full amount of the loan with interest, by way of any one or more of the following:—

- (a) assignment of Life Insurance Policy or Policies in favour of the Corporation (only the surrender value whereof will be taken into account);
- (b) deposit of investment scrips approved by the General Manager together with blank Transfer Deeds duly executed,

(2) Irrespective of the type of security offered by the employee and accepted by the General Manager, every employee shall, before the loan or any part thereof is advanced to him, execute a Demand Promissory Note and such other documents as may be considered appropriate by the General Manager.

**13. Purchase of dwelling houses.**—(1) Where the loan is for the purchase of a ready-built dwelling house, the applicant shall arrange with the vendor of the property to deliver the title deeds thereof to the Personnel Manager or to other officer nominated by him, who will forthwith arrange for a verification of the vendor's title and ascertain whether the title is marketable and clear of all claims, charges or encumbrances adverse to the Corporation.

(2) On receipt of the reports in regard to the title and the valuation report, the Personnel Manager shall forward the same, together with the application and his recom-

mendations, to the Financial Controller as to whether the amount of the loan may be paid to the employee.

(3) The amount of the loan shall be advanced to the employee on the completion of the sale or transfer by the seller in favour of the employee by execution of the necessary sale deed, conveyance or assignment and on the employee executing a mortgage deed or creating a charge or mortgage by deposit of title deeds in favour of the Corporation, where this condition is not waived under the proviso to sub-regulation (1) of regulation 12. Where such condition has been waived, the loan amount shall be paid only on the employee furnishing other security as provided in the proviso to regulation 12. The title deeds and other documents in relation to the property or the collateral securities furnished by the employee shall remain with the Corporation till the loan together with interest thereon is repaid in full, provided that collateral securities of value equal to the amount of the loan repaid may, where possible, be returned to the employee or other person duly authorised by the employee to receive the same.

**14. Construction of dwelling house.**—(1) Where the loan is required to construct a house on a land or plot already acquired by an employee, he shall submit to the Personnel Manager the title deeds to the land or plot and an estimate of its value along with his application for an investigation into his title and verification of the value in the manner contemplated in regulations 10 and 13, and the Personnel Manager shall act in the manner specified in the said regulations.

(2) If the loan is duly sanctioned, the first instalment equal to 20 per cent of the sanctioned loan shall be paid to the employee upon his executing in favour of the Corporation a mortgage deed mortgaging the land along with the house to be built thereon or creating a charge or a mortgage by deposit of title deeds in favour of the Corporation or on the employee furnishing other security as provided in the proviso to sub-regulation (1) of regulation 12, as the case may be.

(3) If the land is not already acquired by the employee at the date of the application for the loan, the employee shall arrange with the owner of the land to deliver the title deeds to the Personnel Manager, or to such other officer as the Personnel Manager may nominate, to enable him to ascertain whether the title to the land is clear of all encumbrances and is marketable. The first instalment of the loan shall be advanced to the employee only if the General Manager is satisfied that there is an unencumbered and marketable title to the land to be acquired by the employee and on the execution of the sale deed or conveyance or assignment, as the case may be, in favour of the employee by the vendor or transfer or and on the employee executing a mortgage deed or creating a mortgage by deposit of title deeds in favour of the Corporation as aforesaid.

(4) The employee shall immediately thereafter proceed with the construction of the house with due despatch, and shall complete the same within a period of 24 months from the date of the receipt of the first instalment of the loan by him or her or within such further time as the General Manager may in his discretion grant.

(5) In the event of delay in commencing construction, the employee shall submit to the Personnel Manager monthly reports stating the reasons for the delay and the probable date of commencement not later than the fifth day of each month. The Personnel Manager shall verify such reports or cause such reports to be verified in such manner as he may consider appropriate and submit his findings to the General Manager.

(6) If the employee fails to commence or, as the case may be, to complete the construction of the house within the period aforesaid, it shall be also lawful, but not obli-

gatory, for the Corporation to complete the building at its own expense, and all the expenses incurred by the Corporation on and incidental thereto shall form part of and be treated as the loan agreed to be advanced to the employee and shall be recoverable with interest, as provided in regulation 16. In such an event, no further instalments shall be advanced to the employee.

(7) Immediately upon the commencement of the construction of the house, the employee shall intimate the fact to the Personnel Manager and shall thereafter submit to him every quarter or at such other intervals and in such form and manner as the Personnel Manager may prescribe, a report on the progress of construction and probable date of completion. If the probable date of completion stated in a report varies from the date given in the previous report, the reasons for such variation shall also be stated.

(8) The second instalment equal to 30 per cent of the sanctioned loan shall be paid to the employee upon his or her producing a certificate from the Works Engineer or other appropriate agency acceptable to the Financial Controller that the construction of the house has reached the plinth level.

(9) The third instalment equal to 40 per cent of the sanctioned loan shall be paid to the employee upon his producing a further such certificate that the construction of the house has reached roof level.

(10) The final instalment equal to 10 per cent of the sanctioned loan shall be paid when the construction of the house has been completed and the employee has produced a completion certificate from the architects or other appropriate authorities.

15. *Incidental costs.*—All costs of and incidental to the investigation of title, deposit of the title deeds and execution and registration of the mortgage deed or creating a charge or mortgage by deposit of title deeds, as the case may be, in favour of the Corporation shall be borne and paid by the employee. All costs in respect of reconveyance of the property to the employee after the loan with interest thereon has been repaid in full shall also be paid by the employee.

16. *Repayment of loan.*—(1) The loan together with interest thereon shall be repayable on demand, but the General Manager may permit an employee to repay the loan with interest in such monthly equated instalments as the General Manager may deem fit. Such instalments may be paid over a period not exceeding fifteen years from the date commencement of repayment as hereinafter set forth, namely:—

(a) in case where the loan is granted for purchasing a ready built house and the loan is permitted to be repaid by monthly equated instalments, such instalments shall commence from the calendar month next following the month in which the loan was advanced;

(b) in case where the loan is granted for constructing a house, the payment of the equated instalments shall commence from the month next following the month in which the construction of the house is completed, or the 24th month after the month in which the first instalment of the loan is paid to the employee, whichever is earlier.

(2) The monthly equated instalments shall be recoverable from the salary of the employee.

(3) If the employee ceases to be in the service of the Corporation, whether by retirement or death or for any reason whatsoever, before repayment of the loan together with interest thereon, the loan, or such part thereof as may then be outstanding, shall become repayable to the Corporation forthwith together with accrued interest. The General Manager may, however, in deserving cases, permit the employee concerned or his or her heirs or legal representatives, as the case may be, to repay

the outstanding amount together with interest thereon in suitable instalments. If the employee or his or her heirs or legal representatives, as the case may be, fails or fail to repay the entire outstanding amount of the loan together with interest thereon, or any instalment thereof where payment in instalments is permitted, the Corporation shall be entitled to enforce its right to recover the whole amount of the loan then outstanding with accrued interest.

(4) Without prejudice to the Corporation's rights under sub-regulation (3), the Corporation shall also have the right to withhold the whole or any part of the Corporation's contribution to the provident fund of the employee in accordance with the relevant provisions of the Air India Employees' Provident Fund Regulations, 1964, or any other sum of money payable by the Corporation to the employee or to his estate by way of compensation or otherwise, and apply the same towards the repayment of the loan.

(5) If any life insurance policy which is assigned to the Corporation as security under clause (a) of the proviso to sub-regulation (1) of regulation 12 matures before the loan with interest thereon is repaid in full, the whole or any part of the sum of money received under the matured policy may be withheld and appropriated towards repayment of the whole or part of the outstanding balance of the loan. If, after such appropriation, any balance remains out of the amount received under the insurance policy, it shall be paid to the employee.

17. *Insurance, taxes, etc.*—(1) The house built or purchased with the assistance of the loan shall be insured at the cost of the employee for an amount not less than the amount of the loan with an insurance company approved by the Financial Controller, and, till the loan is fully repaid, must be kept so insured, against destruction or damage by war, fire, flood, lightning and earthquake or such of those risks as the Financial Controller may specify. The insurance policy shall be assigned in favour of the Corporation and deposited with the Financial Controller or other officer nominated by him until the loan together with interest thereon is fully repaid. The premium for such insurance shall be paid regularly and the premium receipts produced for the inspection of the Financial Controller.

(2) The employee shall also pay regularly all the rates, taxes and penalties levied in respect of the property until the loan is repaid in full and shall produce the official receipts or certificates therefor for the inspection of the Financial Controller.

18. *Maintenance.*—The house built or purchased with the assistance of the loan must, at all times until the loan is repaid in full, be maintained in good repair and habitable condition at the cost of the employee and must also be kept free from all charges and encumbrances other than those created in favour of the Corporation.

19. *Sale or hire of house.*—(1) The employees shall not, except with the express consent in writing of the General Manager, sell or give on rent the house built or purchased by him with the assistance of the loan before the loan with interest thereon is repaid in full. If, however, for any reason, the employee desires to sell the house or to give it, or part thereof, on rent before the loan is so repaid, he shall be bound to give the Corporation the first option to purchase it or to take it on rent, as the case may be.

(2) Where the house is to be rented to the Corporation, the annual rent to be charged shall not exceed the standard annual rent to be determined on the basis of 10 per cent of the total cost of construction including the cost of land.

(3) Where the house is to be sold to the Corporation, the price thereof shall be determined by mutual agree-

ment between the General Manager and the employee or, in case of difference, by arbitration under the provisions of the Arbitration Act, 1940 (10 of 1940).

20. *Failure to repay.*—In the event of the employee failing to pay on demand the entire outstanding amount of the loan together with interest thereon, or any, two consecutive instalments, where such instalments are permitted, or failing to observe and perform the terms and conditions under which the loan has been granted (including the terms and conditions contained in these regulations), on his part to be observed and performed, the amount due and payable by the employee shall become payable forthwith and the Corporation shall be entitled to take such steps as may be deemed appropriate for the recovery thereof.

### CHAPTER III COLLECTIVE LOANS

21. *Loan Limits.*—The amount of a collective loan shall be determined on the basis of a maximum of Rs. 75,000/- per flat, provided that such amount shall not exceed 80 per cent of the total cost of the project of the society concerned, inclusive of the cost of land.

22. *Undertakings by societies.*—Every society applying for a loan under these regulations shall have rules and bye-laws acceptable to the Corporation and shall give the Corporation an undertaking in writing in such form as may be determined by the General Manager in each case agreeing to abide by the following conditions, namely :—

(a) that no person other than a permanent employee of the Corporation is, or will be admitted, as a member of the Society, the heir or heirs of a deceased member being excepted;

(b) that no employee who is a member of any other housing society is or will be admitted to the membership of the society;

(c) that each member of the society fulfils the requirements of sub-regulations (2) to (5) of regulation 5;

(d) that no member will be permitted to alienate or rent out his flat to any person other than a permanent employee of the Corporation, without giving the Corporation the first option to acquire or hire the flat;

(e) that the Corporation shall have the right to inspect periodically the account books and such other records of the society as may be considered necessary, such inspection to be carried out by an officer of the Corporation to be nominated by the Financial Controller;

(f) that a copy of the annual accounts and annual report of the society will be regularly submitted to the Financial Controller;

(g) such other conditions as may be specified by the General Manager having regard to the circumstances of each case.

23. *Interest.*—Every collective loan shall carry simple interest at the rate of 5½ per cent per annum or such revised rates as the Corporation may prescribe from time to time. All such interest shall be calculated on the balances of the loans for the time being and from time to time remaining unpaid.

24. *Security.*—The repayment of the loan with interest shall be secured by a first legal mortgage in favour of the Corporation of the land and the buildings to be constructed thereon or of the land and the buildings acquired by the society, as the case may be. Every such mortgage shall be duly registered in accordance with the law for the time being in force.

25. *Repayment of loan.*—(1) The loan together with interest thereon shall be repayable by the society on demand, but the society may be permitted to repay the loan in such number of monthly equated instalments as may be fixed by the Corporation, spread over a period not exceeding 20 years from the date of commencement of repayment as hereinafter set forth.

(2) Unless otherwise expressly agreed to by the Corporation, repayment of the loan shall commence as provided below :—

(a) where the loan is granted for purchasing ready-built dwelling house, the repayment shall commence from the month next following the month in which the house is occupied by any or all of the members of the society;

(b) where the loan is for the construction of dwelling house, the repayment shall commence from the month next following the month in which the construction is completed, or from the 24th month after the month in which the first instalment of the loan is paid to the society, whichever is earlier.

(3) Notwithstanding anything contained in sub-regulation (2), the General Manager may, for good and sufficient reasons, extend the time for commencement of repayment by not more than six months. Any further extension or extensions in excess of six months shall be subject to the approval of the Corporation.

26. *Failure to repay.*—In the event of the society failing to pay on demand the entire outstanding amount of the loan together with the interest thereon, or any two consecutive instalments, where such instalments are permitted, or failing to observe and perform the terms and conditions under which the loan has been granted (including the terms and conditions contained in these regulations), on its part to be observed and performed, the amount due and payable by the society shall become payable forthwith and the Corporation shall be entitled to take such steps as may be deemed appropriate for the recovery thereof.

27. *Procedure for grant of collective loans.*—Applications for collective loans shall be made and processed generally in the manner set forth in regulation 10. Every such application shall be signed by the Chairman or Chief Promoter of the society and accompanied by the following documents :—

(a) an authenticated copy of the bye-laws of the society as approved by the Registrar of Co-operative Societies;

(b) a certified true copy or a photostat copy of the certificate of registration of the society;

(c) a statement, signed by the Chairman or Chief Promoter of the society, showing the names of its members, the designation of the post occupied by each member in the Corporation, his gross salary and the amount invested or agreed to be invested by him out of his own resources in the society's project;

(d) a declaration by the Chairman or Chief Promoter or Secretary of the society that each member is a permanent employee of the Corporation; and

(e) an estimate of the cost of the society's project showing the cost of land and cost of construction separately.

28. *Application of certain regulations.*—The provisions of regulations 13, 14, 15, 17, 18 and 19 shall, as far as may be, apply to collective loans.

R. N. GUNDIL  
Secretary,  
Air-India.

**DEPARTMENT OF POSTS AND TELEGRAPHS****Office of the Director General Posts and Telegraphs****NOTICES***New Delhi, the 11th May 1967*

No. 25/22/67-LI.—Postal Life Insurance EA/55 policy No. LC-64 dated 6-6-49 for Rs. 10,000 held by Shri Rattan Singh having been lost from the *departmental custody*, notice is hereby given that the payment thereof has been stopped. The Deputy Director, Postal Life Insurance, Calcutta has been authorised to issue a duplicate policy in favour of the insurant. The Public are hereby cautioned against dealing with original policy.

*The 17th May 1967*

No. 25/19/67-LI.—Postal Life Insurance Policies Nos. 81119-P and 81120-P both dated 18-3-59 each for Rs. 2,000/- held by Shri Gurbachan Singh Sidhu, having been lost from his custody, notice is hereby given that the payment thereof has been stopped. The Deputy Director, P.L.I., Calcutta, has been authorised to issue a duplicate policy in favour of the insurant. The Public

are hereby cautioned against dealing with the original policy.

No. 25/62/66-LI.—Postal Life Insurance EA/50 policy No. 69586-C, dated 24-1-56 for Rs. 1,000/- held by Shri V. Seshadri, having been lost from his custody, notice is hereby given that the payment thereof has been stopped. The Deputy Director, P.L.I., Calcutta, has been authorised to issue a duplicate policy in favour of the insurant. The Public are hereby cautioned against dealing with the original policy.

*The 18th May 1967*

No. 25/23/67-LI.—Postal Life Insurance Whole Life Insurance Policy No. 2790-M, dated 29-3-45 for Rs. 5,000/- held by Shri G. S. Mendiratta having been lost from his custody notice is hereby given that the payment thereof has been stopped. The Deputy Director, P.L.I., Calcutta has been authorised to issue a duplicate policy in favour of the insurant. The Public are hereby cautioned against dealing with the original policy.

**S. K. GHOSH***Director (Plt & Compls.)*

